

BEFORE THE BOARD OF CHIROPRACTIC PHYSICIANS

STATE OF IDAHO

In the Matter of the License of:)	
)	Case No. CHI-2007-10
JEREMY J. GRIFFIN, D.C.,)	
License No. CHIA-1237,)	STIPULATION AND
)	CONSENT ORDER
Respondent.)	
_____)	

WHEREAS, information has been received by the Idaho State Board of Chiropractic Physicians (the "Board") that constitutes sufficient grounds for the initiation of an administrative action against Jeremy J. Griffin, D.C. ("Respondent"); and

WHEREAS, the parties mutually agree to settle the matter in an expeditious manner in lieu of administrative hearings before the Board; now, therefore,

IT IS HEREBY STIPULATED AND AGREED between the undersigned parties that this matter shall be settled and resolved upon the following terms:

A. Background

A.1. The Board regulates the practice of chiropractic in the State of Idaho in accordance with title 54, chapter 7, Idaho Code.

A.2. The Board has issued License No. CHIA-1237 to Respondent. Respondent's license is subject to the provisions of title 54, chapter 7, Idaho Code and the Board's rules at IDAPA 24.03.01, *et seq.*

B. Board's Allegations

B.1. In approximately October 2007 the Board received a complaint regarding Respondent's advertising relating to the "DRX 9000" spinal decompression device; specifically, that the device was "approved" by the Food and Drug Administration, that the treatment was discovered by NASA, and that the treatment had an 86% success rate. Additionally, a "free report" referenced in the advertising encouraged persons considering the treatment to "imagine living the rest of your life pain free" and "how

much easier your life would be if you could just be pain free . . . once and for all.” The advertising also noted that, “even better, treatment with this space-age non-surgical technology is painless, drugless and there are no documented side effects.” The advertising did not conspicuously identify Respondent as a chiropractor and it did not include the terms “chiropractor,” chiropractic, or some easily recognizable derivative thereof in the name of Respondent’s practice.

B.2. The advertised device was never “approved” by the FDA, although an earlier, similar device had been “cleared” by the FDA, and NASA had nothing to do with the advertised device. Further, the advertising’s claim of an 86% success rate is not supported by independent, peer reviewed literature. Neither is the advertising’s implied claim that treated patients would live “pain free.” The advertising’s claim that “there are no documented side effects” also is unsupported. In fact, some patients have discontinued treatment because of a reported pain increases.

B.3. On or about April 23, 2007, patient R.W. paid Respondent \$7,000 for a treatment program with the “DRX 9000” and signed a Consent and Acknowledgement for treatment with Respondent, which included the following:

I understand and agree that Services before the first re-exam and supportive product such as belts, exercise equipment etc are nonrefundable. . . . If I follow the reasonable instructions of the doctor and attend to the treatment schedule as originally designed by the doctor and scheduled with the clinic front desk and do not get improvement, I retain my right to be refunded for any services rendered and not rendered beyond the first re-exam.

B.4. Patient RW ultimately felt the treatment was not working, and he requested a post-re-exam refund. Respondent agreed that this would occur. Respondent’s office determined that R.W. owed \$3,500 for a brace and the first 12 treatments up to the re-examination. Accordingly, the post-exam refund amount—the remainder of the initial \$7000 paid—was to be \$3,500.

B.5. Respondent refunded patient RW \$2,000. Respondent has not refunded the remaining \$1,500.

B.6. The above allegations, if proven, would violate the laws and rules governing the practice of chiropractic, including Idaho Code §§ 54-712(4) (precluding false, misleading or deceptive ads) and 54-712(10) (precluding conduct which constitutes and abuse or exploitation of a patient arising out of the trust and confidence placed in a licensee by the patient), and Board Rules (IDAPA 24.03.01) 450.01 (precluding ads containing a misrepresentation of fact), 450.02 (precluding misleading or deceptive ads), 450.03 (precluding ads that create false or unjustified expectations of beneficial treatment or successful cures), 450.04 (precluding ads that appeals primarily to lay person's fears, ignorance, or anxiety), 450.05 (precluding ads that fail to identify conspicuously the chiropractor referred to in the advertising as a chiropractor), and 450.07 (precluding ads that fail to include the term "chiropractor" or some easily recognizable derivative thereof in the name of the chiropractor's practice). Violations of these laws and rules constitute grounds for disciplinary action against Respondent's license to practice chiropractic in the State of Idaho.

C. Respondent's Response

C.1. At all times relevant to the Complaint, Respondent worked as a physician employed by Maple Ridge Spinal Pain Center ("Maple Ridge"), a Utah LLC that owned offices in Boise. As an employee having no ownership interest in the company, Respondent did not control his office's marketing or finances. Rather, marketing and finances were controlled at Maple Ridge's corporate location in Utah. *See* October 22, 2008 letter from Maple Ridge's former managing member, Joel Templeton, DC., copy attached as Exhibit A.

C.2. Respondent does not dispute that the ads were misleading. However, Maple Ridge ran the ads with Respondent's name in them without Respondent's permission or review. When Respondent did become aware of the ads, which was before

the Complaint at issue here was made, he advised Maple Ridge that he was concerned by the ads' content and that the ads needed to be changed. Respondent made this request several times before Maple Ridge made the change and provided the Boise office with new materials. Unfortunately, by that point, a patient had complained.

C.3. Patient RW's complaint was that he did not receive a promised refund. Respondent contacted his Maple Ridge employers numerous times to advise them of the situation and to request that they resolve it. Respondent ultimately was informed that Maple Ridge did refund the patient's \$1,500. At that point, Respondent believed the matter was resolved. The current action before the Board makes Respondent question whether Maple Ridge actually did refund the patient's money. Respondent, however, had no control over Maple Ridge's financial matters and does not know what else he could have done.

C.4. Respondent is no longer associated with Maple Ridge. The corporation declared bankruptcy and went out of business in May 2008.

D. Waiver of Procedural Rights

I, Jeremy J. Griffin, D.C., by affixing my signature hereto, acknowledge that:

D.1. I have read and understand the allegations pending before the Board, as stated in Section B. I further understand that these allegations, if proven, would constitute cause for disciplinary action upon my license to practice chiropractic in the State of Idaho. In order to expeditiously settle this matter and avoid the time and costs that might be associated with vigorously contesting this matter at a hearing, I wish to settle this matter by stipulation. In doing so, I am not admitting that I violated any of the Board's laws or rules. I do acknowledge, however, that the Board may have sufficient evidence from which it could conclude that I did violate such laws and rules.

D.2. I understand that I have the right to a full and complete hearing; the right to confront and cross-examine witnesses; the right to present evidence or to call witnesses, or to testify myself; the right to reconsideration of the Board's orders; the right to judicial

review of the Board's orders; and all rights accorded by the Administrative Procedure Act of the State of Idaho and the laws and rules governing the practice of chiropractic in the State of Idaho. I hereby freely and voluntarily waive these rights in order to enter into this Stipulation as a resolution of the pending allegations.

D.3. I understand that in signing this Stipulation I am enabling the Board to impose disciplinary action upon my license without further process.

E. Stipulated Discipline

E.1. Respondent shall pay to the Board an administrative fine in the amount of Five Hundred and No/100 Dollars (\$500.00) within thirty (30) days of the entry of the Board's Order.

E.2. Respondent shall pay investigative costs and attorney fees in the amount of One Thousand One Hundred Thirty-Four and No/100 Dollars (\$1,134.00) within thirty (30) days of the entry of the Board's Order.

E.3. Respondent henceforth shall ensure that all of his advertising complies with the Board's advertising rules (currently Board Rule 450).

E.4. All costs associated with compliance with the terms of this Stipulation are the sole responsibility of Respondent.

E.5. The violation of any of the terms of this Stipulation by Respondent may warrant further Board action. The Board therefore retains jurisdiction over this proceeding until all matters are finally resolved as set forth in this Stipulation.

F. Presentation of Stipulation to Board

F.1. The Board's prosecutor shall present this Stipulation to the Board with a recommendation for approval.

F.2. The Board may accept, modify with Respondent's approval, or reject this Stipulation. If the Board rejects the Stipulation, an administrative Complaint may be filed with the Board. Respondent waives any right Respondent may have to challenge the Board's impartiality to hear the allegations in the administrative Complaint based on

the fact that the Board has considered and rejected this Stipulation. Respondent does not waive any other rights regarding challenges to Board members.

F.3. If the Board rejects this Stipulation then, except for Respondent's waiver set forth in Paragraph F.2., this Stipulation shall be regarded as null and void, and admissions in this Stipulation and negotiations preceding the signing of this Stipulation will not be admissible at any subsequent disciplinary hearing.

F.4. Except for Paragraph F.2. which becomes effective when Respondent signs this Stipulation, this Stipulation shall not become effective until it has been approved by a majority of the Board and a Board member signs the attached Order.

G. Violation of Stipulation and Consent Order

G.1. If Respondent violates this Stipulation and Consent Order, the violation shall be considered grounds for additional discipline and the Board may impose additional discipline pursuant to the following procedure:

a. The Chief of the Bureau of Occupational Licenses shall schedule a hearing before the Board to assess whether Respondent has violated this Stipulation and Consent Order. The Chief shall also serve notice of the hearing and charges to Respondent and to Respondent's attorney, if any. Within fourteen (14) days after the notice of the hearing and charges is served, Respondent may submit a response to the allegations. If Respondent does not submit a timely response to the Board, the alleged violations will be deemed admitted.

b. At the hearing, the Board and Respondent may submit evidence and present oral argument based upon the record in support of their positions. Unless otherwise ordered by the Board, the evidentiary record before the Board shall be limited to evidence relevant to whether Respondent has violated this Stipulation and Consent Order. At the hearing the facts and substantive matters related to the violations described in Section A shall not be at issue.

c. At the hearing, the Board may impose additional discipline, which

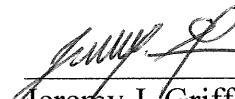
may include the suspension or revocation of Respondent's license, the imposition of fines, the recovery of costs and attorney fees incurred by the Board and/or other conditions or limitations upon Respondent's practice.

G.2. This Stipulation and Consent Order is the resolution of a contested case and is a public record.

G.3. This Stipulation contains the entire agreement between the parties, and Respondent is not relying on any other agreement or representation of any kind, verbal or otherwise.

I have read the above Stipulation fully and have had the opportunity to discuss it with legal counsel. I understand that by its terms I am waiving certain rights accorded me under Idaho law. I understand that the Board may either approve this Stipulation as proposed, approve it subject to specified changes, or reject it. I understand that, if approved as proposed, the Board will issue an Order on this Stipulation according to the aforementioned terms, and I hereby agree to the above Stipulation for settlement. I understand that if the Board approves this Stipulation subject to changes, and the changes are acceptable to me, the Stipulation will take effect and an order modifying the terms of the Stipulation will be issued. If the changes are unacceptable to me or the Board rejects this Stipulation, it will be of no effect.

DATED this 26 day of November, 2008.

 D.C.
Jeremy J. Griffin, D.C.
Respondent

I recommend that the Board enter an Order based upon this Stipulation.

DATED this 2nd day of December, 2008.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

By Karl T. Klein
Karl T. Klein
Deputy Attorney General

ORDER

Pursuant to Idaho Code § 54-707, the foregoing is adopted as the decision of the Board of Chiropractic Physicians in this matter and shall be effective on the 14th day of January, 2009. IT IS SO ORDERED.

IDAHO STATE BOARD
OF CHIROPRACTIC PHYSICIANS

By Shannon Gaertner-Ewing
Shannon Gaertner-Ewing, D.C., Chair

CERTIFICATE OF SERVICE

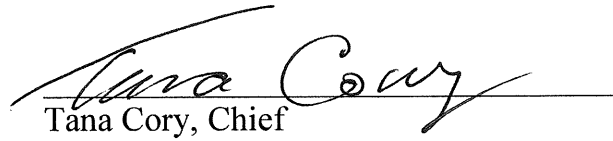
I HEREBY CERTIFY that on this 14th day of January, 2009, I caused to be served a true and correct copy of the foregoing by the following method to:

Jeremy J. Griffin, D.C.
5113 Weston Ave.
Caldwell, ID 83607

- ☒ U.S. Mail
- ☐ Hand Delivery
- ☒ Certified Mail, Return Receipt Requested
- ☐ Overnight Mail
- ☐ Facsimile: _____
- ☐ Statehouse Mail

Karl T. Klein
Deputy Attorney General
P.O. Box 83720
Boise, ID 83720-0010

- ☐ U.S. Mail
- ☐ Hand Delivery
- ☐ Certified Mail, Return Receipt Requested
- ☐ Overnight Mail
- ☐ Facsimile: _____
- ☒ Statehouse Mail


Tana Cory, Chief
Bureau of Occupational Licenses



October 22, 2008

To whom it may concern:

This letter is in reference to the investigation of Jeremy Griffin DC. Dr. Griffin at the time of these incidents and for the entire time that Maple Ridge Spinal Pain Center was open in Idaho Dr. Griffin was a W-2 employee of Maple Ridge Health Systems LLC (dba Maple Ridge Spinal Pain Center-Boise). As a W-2 employee he had did not control the marketing or the financial matters of the office. They were controlled at the corporate location in Utah. In May 2008 Maple Ridge Health Systems and all of their offices went out of business and the owner's declared bankruptcy. If you have questions about these incidents please feel free to contact me at my place of work 801-878-3304.

Sincerely,

Joel Templeton DC

Ex-managing member Maple Ridge Health Systems LLC